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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Laura Jane Nash,

10 Plaintiff,

11 v.

12 Wells Fargo Bank NA,

13 Defendant.
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No. CV-24-08125-PCT-MTL

ORDER

15 Plaintiff Laura Jane Nash asserts various employment discrimination claims against
16 Defendant Wells Fargo Bank NA. (Doc. 1.) Defendant moves to compel arbitration and
17 stay proceedings in the District Court per an arbitration agreement between the parties.
18 (Doc. 15.) The motion is fully briefed. (Docs. 22, 32.) Plaintiff also filed a motion to stay
19 the case should the Court grant Defendant's motion for arbitration (Doc. 25), which
20 Defendant does not oppose (Doc. 31).

21 Under the Federal Arbitration Act, the Court's role is limited to determining
22 "(1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement
23 encompasses the dispute at issue." *Chiron Corp. v. Ortho Diagnostic Sys., Inc.*, 207 F.3d
24 1126, 1130 (9th Cir. 2000) (citing 9 U.S.C. § 4).

25 The Court first finds that the arbitration agreement attached to Defendant's motion
26 as Exhibit 2 is valid and enforceable. (Doc. 15-1 at 10.) *Howsam v. Dean Witter Reynolds,*
27 *Inc.*, 537 U.S. 79, 84 (2002) ("[A] gateway dispute about whether the parties are bound by
28 a given arbitration clause raises a 'question of arbitrability' for a court to decide."); *Estate*

1 of *Decamacho ex rel. Guthrie v. La Solana Care & Rehab., Inc.*, 234 Ariz. 18, 20-21 (App.
 2 2014). Further, the Court is not persuaded by Plaintiff's unconscionability assertions.
 3 While Plaintiff offers a generalized list of reasons as to why an arbitration agreement may
 4 be deemed unconscionable, her arguments are without substance. (Doc. 22 at 7-11.) For
 5 instance, Plaintiff argues the agreement is a contract of adhesion and fails for "hidden
 6 terms" or "lack of explanation." (*Id.* at 8.) Plaintiff also argues the agreement is
 7 substantively unconscionable due to its one-sided terms, cost prohibitive nature, limitation
 8 on her remedies, and "further disadvantages and questionable fairness." (*Id.* at 9-10.)

9 After reviewing the agreement, the Court disagrees. Many of Plaintiff's contentions
 10 are speculative and unsupported by any reference to relevant caselaw or the agreement
 11 itself. Furthermore, the agreement at issue here appears to be a routine arbitration
 12 agreement used in the employment context. Therefore, none of the defenses asserted in
 13 Plaintiff's response opposing the motion are meritorious. *Myers v. Racerwold LLC*, No.
 14 21-CV-01244-PHX-MTL, 2022 WL 1569080, at *3-5 (D. Ariz. May 18, 2022).

15 The Court further finds that the scope of the agreement covers the claims asserted
 16 in the complaint. *Id.* at *6. Plaintiff argues that her claims related to "ERISA,
 17 Unemployment Benefits and OSHA matters" are not governed by the arbitration
 18 agreement. (Doc. 22 at 5.) But Plaintiff has not alleged any of these claims in her complaint,
 19 and her attempts to recast her ADA claim as an ERISA claim are unavailing. Plaintiff's
 20 complaint states causes of action under Title VII of the Civil Rights Act of 1964; the Age
 21 Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990;
 22 and other federal and state law. (Doc. 1 at 3.) And her "Additional Basis for Jurisdiction"
 23 exhibit vaguely references the Rehabilitation Act; the Arizona Civil Rights Act; the Equal
 24 Pay Act; the Arizona Constitution; and the Genetic Information Nondiscrimination Act of
 25 2008. (*See id.* at 8-16.) These claims are covered by the arbitration agreement.*

26 * The Court will deny Plaintiff's request to "charge Wells Fargo Bank N.A. the reasonable
 27 clause of responsibility of costs of arbitration in full for the plaintiff cost(s)" including "all
 28 travel arrangements . . . transportation . . . accommodation of hotel costs if required, and/or
 any other fee that would arise." (Doc. 22 at 16.) The arbitration agreement sets out how
 fees and costs shall be allocated. (Doc. 15-1 at 10.) Plaintiff has cited no legal authority on
 why the Court should deviate from the parties' agreement.

1 **IT IS THEREFORE ORDERED:**

2 1. Defendant Wells Fargo Bank's Motion to Compel Arbitration (Doc. 15) is
3 **GRANTED.**

4 2. The parties shall engage in private arbitration as contemplated by the
5 arbitration agreement.

6 3. This matter is **STAYED** pending arbitration. The parties must file a joint
7 report within seven (7) calendar days of the conclusion of arbitration. The joint report must
8 advise the Court whether [a] the stay can be lifted and [b] this case can be dismissed.

9 **IT IS FURTHER ORDERED** that Plaintiff's Motion For Stay Pending Arbitration
10 Decision (Doc. 25) is **DENIED AS MOOT.**

11 **IT IS FINALLY ORDERED** that if Defendant wishes to obtain an award of
12 attorneys' fees it must file a motion pursuant to LRCiv 54.2.

13 Dated this 17th day of December, 2024.

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16 Michael T. Liburdi
17 United States District Judge
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